



## **Proposal for Essential Managed IT**

**Presented to**

City of Appleton

10/23/2020



*Your Total Office Solutions Provider*

**www. bennettoffice.com | 320.235.6425 | Willmar, MN**

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## EXECUTIVE SUMMARY.

Customer requires IT managed services for their organization. The purpose of Essential Managed IT (EMIT) is to provide a baseline monitoring and alerting service.

Bennett Office Technologies will help protect one network site, one server and five workstations with Essential Managed IT. Additional network sites, servers and workstations may be added.

Essential Managed IT includes:

- One Monthly Onsite Proactive Visit
- One Server Shadow Protect Backup License
- Managed Antivirus for One Server and Five Workstations
- Patch Management for Microsoft Products
- Barracuda Email Security for Five Users

Labor is included approximately 2 hrs for one Monthly Onsite Proactive Visit and Remote Desktop Support with additional work being billed at normal service rates.

## WHAT YOU SHOULD EXPECT.

Bennett Office Technologies has an industry standard checklist of specific items to review on a monthly and annual basis. Each environment is unique and is customized to your business.

What software services are included?

Each workstation included in the service has a RMM (Remote Monitoring Management) agent and anti-virus, each server included in the service has a RMM agent and anti-virus, 1 server off-site replication, and our monitoring policies.

What is included in the monitoring?

The list of policies and procedures to ensure effect equipment is ever changing. Some basic policies apply in every situation. Disk drive space, major event logs errors, scheduled task of Windows Utilities, Anti-virus detections and logs, and Windows patching are to name a few of the items. Some items are customized to the environment or specific needs of the customer.

Where is the offsite data stored?

Location of data is either located in Willmar or our remote data-center. The preferred location is Willmar, but our policy is if your data is within 25 miles of Willmar the preferred location will be a remote data-center.

**Bennett Office Technologies**

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Willmar, MN 56201

320-235-6425

www.bennettoffice.com



**TO:**

City of Appleton

323 W. Schlieman Ave.

Appleton, MN 56208

320-289-1363

Date: **10/23/2020**

Sales Rep: Bennett IT Services

P.O. Number:

Expire Date: 11/13/2020

**REF# DQM4982**

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
EMIT	Essential Managed IT	1	\$444.00	\$444.00
Monitor Firewall	Monitor Firewall	1	\$0.00	\$0.00
Monitor Server	Monitor Server	1	\$0.00	\$0.00
Monitor Workstation	Monitor Workstation	5	\$0.00	\$0.00
Kaspersky Antivirus Server	Kaspersky Antivirus Server-License	1	\$5.00	\$5.00
Kaspersky Antivirus Workstn	Kaspersky Antivirus Workstations-License	5	\$4.00	\$20.00
EMIT Add Workstation	EMIT Additional Managed Workstation	6	\$5.00	\$30.00

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**NET TERMS: 30 DAYS**

**THANK YOU FOR THIS OPPORTUNITY!**

**Contract Per Month**

0.00
0.00
<b>\$499.00</b>

**Setup Fee: \$150.00**

\*Price does not include sales tax. Price does not include network setup or application configuration services.

This quote contains confidential information and is the intellectual property of Bennett Office Technologies and should only be viewed by the client identified on the quote.

1. **Term**

The term of this Agreement shall commence on the effective date as specified herein, (the "Effective Date") and shall continue until terminated by either the Client or Bennett Office Technologies, Inc., as provided below.
2. **Payment Fees**

Services will be invoiced as performed and will be payable within 14 days after receipt. In addition, the Client shall pay, within fourteen (14) days of receipt, any other amounts due to Bennett Office Technologies, Inc. under this Agreement. If the Client fails to pay Bennett Office Technologies, Inc. within fourteen (14) days from the date of Bennett Office Technologies, Inc.'s invoice, the Client, at Bennett Office Technologies, Inc.'s option, will be in default under this Agreement which could service disruption.
3. **Response Time**

There is no guarantee regarding the response time to a service call from the Client. Bennett Office Technologies, Inc. will respond to service calls in the order received and will make every effort to respond within the same business day. Bennett Office Technologies, Inc., however, has established a priority coding system for each problem reported. For purposes of this Agreement, the period of service will be done during normal business hours, 8:00 a.m. to 5:00 p.m. (CST), Monday through Friday. Any assessment services performed during non-business hours, weekends and on a holiday shall be at Bennett Office Technologies, Inc.'s "off hours" hourly rate then in effect, plus travel expenses.
4. **Warranty**

Bennett Office Technologies, Inc. warrants that it will provide the managed IT service described above of this agreement, this warranty is in lieu of all other warranties whether expressed or implied, including without limitation, implied warranty or merchantability and fitness for a particular purpose. No guarantee or warranty is expressed or implied as to the security, uptime, nor reliability of the client's network.
5. **Confidentiality**

Bennett Office Technologies, Inc. recognizes that it must conduct its activities in a manner designed to protect any information concerning its affiliates or Customers (such information herein referred to collectively as the "Information") from improper use or disclosure. Bennett Office Technologies, Inc. agrees to treat Customer's Information on a confidential basis. Bennett Office Technologies, Inc. further agrees that it will not disclose any Customer Information, without Customer's prior written consent, to any person, firm or corporation except (1) to authorized Customer representatives or (2) to employees of Bennett Office Technologies, Inc. who have to perform the services contemplated here under. Bennett Office Technologies, Inc. agrees upon request to have its employees execute written undertakings to comply with the confidentiality requirements set forth under this paragraph.

Customer agrees that information provided by Bennett Office Technologies, Inc. or obtained from monitoring software in regards to this agreement such as image counts, and information used to determine usage rates, or information to be deemed proprietary in nature by Bennett Office Technologies, Inc. is confidential.
6. **Limitation of Liability**

In the event of any breach of this agreement by Bennett Office Technologies, Inc. (including, without limitation, any breach of the warranty contained in section 4), Bennett Office Technologies, Inc. shall not be liable for damages in an amount exceeding the charges paid by the client to Bennett Office Technologies, Inc. for services under this managed services service agreement. In no event, regardless of the form of action, whether in contract or in tort, including negligence, shall Bennett Office Technologies, Inc. be liable for incidental damages, consequential damages, lost data, loss of use of the equipment, or lost profits, notwithstanding the fact that Bennett Office Technologies, Inc. may have been advised of the possibility of such damages.
7. **Termination**

The Client may terminate the Managed IT Agreement by giving written thirty (30) notice of such termination. There will be no refund at early termination. Bennett Office Technologies, Inc. may terminate this Agreement any time if the Client shall fail to make any required service payment pursuant to the payment terms set forth above.
8. **Written Agreement.**

This Agreement supersedes any prior Agreement written or oral between the parties and contains the entire understanding between the parties relative to maintenance of the Licensed Program and, except as provided herein, may be amended and/or altered only by execution of an instrument in writing.
9. **Attorneys' Fees and Collection Costs.**

If Bennett Office Technologies, Inc. employs any attorney or collection agency, or both, to collect an amount owed by the Client under this Agreement, the Client shall pay Bennett Office Technologies, Inc. any such reasonable collection fees incurred in addition to any other relief to which Bennett Office Technologies, Inc. may be entitled.

The client acknowledges that the client has read this license agreement, understands it, and agrees to be bound by its terms and conditions. The client further agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes any proposal or prior agreement, oral or written, any other communications between the parties relating to the subject matter of this license agreement.

**Bennett Office Technologies, Inc.**

**Customer**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_